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September 04, 2012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 September 4, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH AIDS PROJECT LOS ANGELES FOR THE PROVISION OF HIV/AIDS PATIENT RETENTION NAVIGATION SERVICES EFFECTIVE UPON DATE OF BOARD APPROVAL THROUGH FEBRUARY 29, 2016**

#### **SUBJECT**

Request approval to execute a sole source agreement with AIDS Project Los Angeles for the provision of HIV/AIDS patient retention navigation services.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a sole source agreement with AIDS Project Los Angeles (APLA), substantially similar to Exhibit I, for the provision of HIV/AIDS patient retention navigation services, effective upon date of Board approval through February 28, 2014, for a total maximum obligation of \$300,000, 100 percent offset by net County cost funds.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreement that extend the term through February 29, 2016, at an annual maximum obligation of \$200,000; allow for the rollover of unspent funds; adjust the term of the agreement through August 31, 2016; and/or provide an increase or a decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to execute a sole source agreement for the provision

of patient retention navigation services to strengthen linkage and re-engagement to HIV/AIDS-specific primary health care for People Living With HIV/AIDS (PLWH/A) who have dropped out of care in Service Planning Areas (SPA) 2, 4, 6, and 8. Out of care is defined as no documented medical visit at an HIV/AIDS clinic in over six months. These retention-based activities include: 1) identifying HIV-positive patients who have dropped out of HIV-specific primary health care in Los Angeles County (County); 2) conducting targeted outreach to locate and contact clinic patients using a variety of investigative methods to find the targeted population including seeking patients where they live, work, socialize, and/or access services; 3) screening, assessing, and evaluating patients for readiness to re-enter and actively participate in consistent HIV care; 4) motivating patients to re-engage in HIV care through a delivery of brief interventions including, but not limited to, motivational interviewing; 5) enabling patients to overcome barriers to actively participate in consistent HIV care; and 6) linking patients to clinics to re-engage in services. Navigation services complement and enhance current efforts to develop a comprehensive package of services designed to address the full spectrum of HIV/AIDS care service needs through the County.

Since its founding in 1983, APLA has offered a broad array of programs, including efforts supporting PLWH/A's engagement and retention in care. APLA provides extensive supportive and clinical services, including: 1) home health care; 2) oral health care; 3) nutrition services, including food banks and client nutrition education; 4) comprehensive risk counseling services; 5) referrals for screening and testing for other sexually transmitted infections (STIs), tuberculosis (TB), viral hepatitis, and alcohol/substance use treatment; 6) HIV psychosocial case management; 7) residential services; 8) mental health psychiatric treatment services, including psychotherapy services targeting individuals, couples, and families; 9) benefits specialty services; 10) client-warmline, a telephone-based case management service for more self-sufficient clients; 11) transportation services; and 12) treatment education and adherence counseling.

APLA will deploy retention navigation services at clinics with low patient retention rates through APLA's collaboration and subcontracts with agencies and clinics in the Care and Access Network (CAN). CAN agencies and clinics include, but are not limited to: Northeast Valley Health Corporation (NEVHC), Realistic Education in Action Coalition to Foster Health (REACH LA), Harbor-UCLA Medical Center, Hubert Humphrey Comprehensive Health Center, Miller's Children's Hospital, LAC/USC Rand Schrader Clinic, Weingart Medical Clinic, and LAC/USC Maternal Child and Adolescent Clinic.

Approval of Recommendation 2 will allow DPH to execute amendments to extend and/or adjust the term of the agreement; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the project to allow additional time to complete services.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

APLA has been awarded a grant from AIDS United for the period of March 1, 2011 through February 28, 2014 with an optional extension for two additional years through February 29, 2016 in the annual

amount of \$215,038, with a non-federal matching funds requirement equal to 50 percent of the total cost of carrying out project activities. The total annual cost of this project is \$415,038, which includes \$215,038 in AIDS United funding and \$200,000 in County matching funds.

The maximum obligation of the recommended agreement with APLA is \$300,000, consisting of \$100,000 for the period effective date of Board approval through February 28, 2013 and \$200,000 for the period of March 1, 2013 through February 28, 2014. Subject to AIDS United's extension of its award to APLA, the agreement may be extended for two additional years, at an annual maximum obligation of \$200,000. The cost of the agreement is 100 percent offset by net County cost funds.

Funding is included in DPH's fiscal year (FY) 2012-13 Final Adopted Budget and will be requested in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In July 2010, AIDS United, an organization that partners with community organizations to help ensure that PLWH/A have access to prevention and care services, was awarded a grant from the Social Innovation Fund (SIF), administered by the Corporation of National and Community Services, to significantly expand the scope of its Access to Care initiative in support of innovative, collaborative projects to improve individual health outcomes and strengthen local service systems. In February 2011, AIDS United, utilizing SIF funds, awarded a grant to APLA, as one of 10 grantees throughout the nation, for innovative community-based programs to improve the lives of PLWH/A. The grant includes a non-federal matching funds requirement equal to 50 percent of the total cost of carrying out project activities.

Subsequently, APLA requested that DPH participate in the project and provide the required matching funds. This innovative project is one of the first public-private partnerships in the real-time implementation of the National HIV/AIDS Strategy and serves as a model of how public-private partnerships can be leveraged to make strategic investments to enhance the health and welfare of PLWH/A.

As required under Board Policy 5.100, your Board was notified on July 16, 2012, of DPH's intent to enter into negotiations for a Board-approved sole source contract in excess of \$250,000.

County Counsel has approved Exhibit I as to form. Attachment A is the signed Sole Source Checklist.

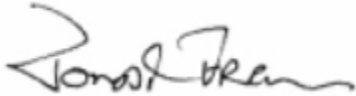
### **CONTRACTING PROCESS**

APLA is recommended for this sole source agreement as they have been identified by AIDS United as one of ten grantees nationwide capable and ready to implement innovative community-based programs designed to improve the lives of PLWH/A. APLA has the needed key components to provide patient retention navigation services, including the programmatic expertise and an established and successful partnership with the NEVHC and REACH LA. APLA has demonstrated successful client engagement strategies for an array of supportive services for PLWH/A. Additionally, APLA is located in Service Planning Area 4, and therefore is centrally positioned to reach the highest risk populations in the county for HIV acquisition.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to execute an agreement with APLA for the provision of HIV/AIDS patient retention navigation services to link and re-engage PLWH/A who have fallen out of HIV/AIDS primary health care.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding".

JONATHAN E. FIELDING, M.D., M.P.H.

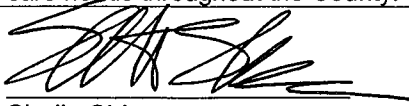
Director and Health Officer

JEF: eav

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SOLE SOURCE CHECKLIST  
AIDS PROJECT LOS ANGELES (APLA)  
HIV/AIDS PATIENT RETENTION NAVIGATION SERVICES**

| Check<br>(✓) | JUSTIFICATION FOR SOLE SOURCE<br>PROCUREMENT OF SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <i>Identify applicable justification and provide documentation for each checked item.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ✓            | ➤ Only one bona fide source for the service exists; performance and price competition are not available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|              | ➤ Quick action is required (emergency situation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|              | ➤ Proposals have been solicited but no satisfactory proposals were received.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|              | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|              | ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|              | ➤ It is most cost-effective to obtain services by exercising an option under an existing contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|              | ➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ✓            | <p>➤ Other reason. Please explain:</p> <p>In February 2011, AIDS United awarded a grant to APLA for innovative community-based programs to improve the lives of persons living with HIV/AIDS (PLWH/A). The grant includes a non-federal match requirement equal to 50 percent of the project activities. Subsequently, APLA requested that DPH partner with their organization to participate in the project via execution of a service agreement with APLA for the provision of HIV/AIDS patient retention navigation services that links and re-engages PLWH/A who have dropped out of HIV/AIDS primary health care and that, as a result, simultaneously serves as the leveraging match requirement for the funds received from AIDS United.</p> <p>This innovative project is one of the first public-private partnerships in the implementation of the National HIV/AIDS Strategy and serves as a model of how public-private partnerships can be leveraged to make strategic investments to enhance the health and welfare of PLWH/A. This project will complement and enhance existing efforts to develop a comprehensive package of services designed to address the full spectrum of HIV/AIDS care needs throughout the County.</p> |
|              | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <br/> Sheila Shima<br/> Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> <u>8/15/12</u><br/> Date </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PATIENT RETENTION NAVIGATION SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PATIENT RETENTION NAVIGATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012.

|                |                                                       |
|----------------|-------------------------------------------------------|
| by and between | COUNTY OF LOS ANGELES (hereafter<br>"County"),        |
| and            | AIDS PROJECT LOS ANGELES<br>(hereafter "Contractor"). |

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's  
Board of Supervisors to appoint a County Health Officer, who is also the Director of  
County's Department of Public Health, to prevent the spread or occurrence of  
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Division of HIV and STD Programs  
(hereafter "DHSP") under the administrative direction of County's Department of Public  
Health (hereafter "DPH"); and

WHEREAS, County's DHSP is responsible for County's AIDS programs and  
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, funds received under the County's AIDS programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of net County cost funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of net County cost funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations; and



WHEREAS, as a recipient of net County cost funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all laws issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, Contractor is familiar with the County's AIDS programs and services, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, it is established by virtue of the County's AIDS programs and services that client and patient are used interchangeably throughout this Agreement; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS patient retention navigation services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

TERM: The term of this Agreement shall commence date of Board approval and continue in full force and effect through February 28, 2014 with a two (2) year optional renewal through February 29, 2016 contingent upon the availability of funds and contract performance. The renewal option will be at the sole discretion of the Director of Public Health or his designee. County shall have the sole and exclusive option to extend the Contract term for an additional six (6) month period. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the reasons for the suspension, the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated

by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

1. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in Exhibit(s) and Schedules(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

2. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of Date of Board Approval through February 28, 2013, the maximum obligation of County for HIV/AIDS Patient Retention Navigation services provided hereunder shall not exceed One Hundred Thousand, Dollars (\$100,000).

Such maximum obligation is comprised entirely of net County cost funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for HIV/AIDS Patient Retention Navigation services provided hereunder shall not exceed Two Hundred Thousand Dollars (\$200,000).

Such maximum obligation is comprised entirely of net County cost funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1 and 2, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee-for-service, cost and/or modified cost reimbursement at the set fee for service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the

close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the patient retention navigation services actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, ADDITIONAL PROVISIONS, and the exhibits(s) attached hereto, County may withhold any claim for payment



by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Funds received under the net County cost will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement

executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor

shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

P. Provide County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

Q. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement,

lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule, and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to

the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.



9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum

insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor’s own expense.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer

providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles, Department of Public Health  
Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
City of Commerce, California 90022

Attention: Division Chief

and

County of Los Angeles, Department of Public Health  
Division of HIV and STD Programs  
600 South Commonwealth Avenue, 10th Floor  
Los Angeles, California 90005

Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse,

or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period.

The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractors Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond

guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insured's: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

|                                          |             |
|------------------------------------------|-------------|
| General Aggregate:                       | \$2 Million |
| Products/Completed operations Aggregate: | \$1 Million |
| Personal and Advertising Injury:         | \$1 Million |
| Each Occurrence:                         | \$1 Million |

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party.

The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media.

Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for



bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state and for which Contractor is responsible.

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

|                |             |
|----------------|-------------|
| Each Accident: | \$1 Million |
|----------------|-------------|

Disease – Policy Limit: \$1 Million

Disease – Each Employee: \$1 Million

D. Professional Liability /Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County

consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAWS:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to

its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

21. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services



provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through satisfaction survey tools approved by DHSP
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

22. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. The DHSP approved QM indicator list is attached as Attachment 2.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and

implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee.

The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of

care issued identified. The information shall be made available to DHSP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

23. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

24. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at: The David Geffen Center 611 South Kingsley Drive, Los Angeles, California 90005. Contractor's primary business telephone number is (213) 201-1456 and facsimile/FAX number (213) 201-1595. Contractor shall notify in writing County's DHSP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of

Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHSP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

25. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health  
Division of HIV and STD Programs  
600 South Commonwealth Avenue  
10<sup>th</sup> Floor  
Los Angeles, California 90005

Attention: Director

2. Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street  
6<sup>th</sup> Floor West  
Los Angeles, California 90012

Attention: Chief

To Contractor: AIDS Project Los Angeles  
The David Geffen Center  
611 South Kingsley Drive  
Los Angeles, California 90005

Attention: Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., MPH  
Director and Health Officer

AIDS PROJECT LOS ANGELES  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
JOHN F. KRATTLI  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division



**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PATIENT RETENTION NAVIGATION SERVICES EXHIBIT**

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**EXHIBIT A**

**AIDS PROJECT LOS ANGELES**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PATIENT RETENTION NAVIGATION SERVICES**

1. DESCRIPTION: HIV/AIDS patient retention navigation services are strength-based activities through which persons living with HIV/AIDS who have dropped out of HIV-specific primary health care are identified, located, re-engaged and linked back into HIV medical services. These activities are conducted by qualified navigators who conduct targeted outreach to identify and locate patients lost to HIV care; assess patient readiness to re-engage in HIV/AIDS care; reduce patient barriers; enhance patient motivation and efficacy; and link patients back to HIV/AIDS medical services. HIV/AIDS patient retention navigation services include, but shall not be limited to, the following activities:

A. Identify HIV+ patients who have dropped out of HIV-specific primary health care in Los Angeles County. "Out of care" is defined as no documented medical visit at an HIV/AIDS clinic in over six (6) months;

B. Conduct targeted outreach to locate and contact clinic patients who have dropped out of HIV/AIDS care using a variety of investigative methods to find identified patients, including seeking patients where they work, live and/or access services;

C. Screen, assess and evaluate patients for readiness to re-enter and actively participate in consistent HIV care;

D. Motivate patients to re-engage in HIV care through the delivery of brief interventions;

E. Enable patients to overcome barriers to actively participate in consistent HIV care; and

F. Link patients back to clinics to reinitiate HIV care.

Such activities are delivered through the process of patient identification and selection; targeted outreach, program enrollment; assessment and evaluation; brief interventions; plan development and implementation; and linkage to medical care and other needed services.

2. PERSONS TO BE SERVED: HIV/AIDS patient retention navigation services shall be provided to individuals persons living with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. Such services shall be provided to individuals previously enrolled in HIV/AIDS care but who have not attended an HIV medical care appointment within a six (6) month period of time. Individuals who are newly diagnosed are ineligible for this program and shall be served by other supportive programs, including HIV counseling and testing services, non-medical case management services, and early intervention programs (EIP).

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of Date of Board Approval through February 28, 2013, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Patient Retention Navigation services shall not exceed One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars (\$100,000).

B. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Patient Retention Navigation services shall not exceed Two Hundred Thousand Dollars (\$200,000).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1 and 2, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. SERVICE DELIVERY SITE(S): Facilities where services are to be provided by the Contractor hereunder are located at: Harbor-UCLA Medical Center : 1000 West Carson Street, Torrance, California 90502; Hubert Humphrey Comprehensive Health Center: 5850 South Main Street, Los Angeles, California 90003; Northeast Valley Health Corporation HIV Clinic: 6551 Van Nuys Boulevard, Van Nuys, California 91401; REACH LA 1400 East Olympic Boulevard 240, Los Angeles, California 90021; Los Angeles County/University of Southern California (LAC/USC)Rand Schrader Clinic: 1300 North Mission Road, Los Angeles, CA 90033; Weingart Medical Clinic: 515 East 6th Street, Los Angeles, CA 90021; Miller's Children Hospital 2801 Atlantic Avenue, Long Beach, California 90806; and LAC/USC Maternal Child and Adolescent Health Center 1640 Marengo Street, Suite 300, Los Angeles, California 90033; and other clinics identified by the DHSP. Contractor shall also deliver services in the field, in order to accommodate the specific needs of the target population.

Contractor shall request approval from DHSP in writing a minimum of thirty (30)

days before terminating services at such locations and/or before commencing such services at any other locations.

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

6. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide such services as required by DHSP, including, but not limited to the following activities:

A. Contractor shall ensure that each patient retention navigator (navigator) conducts targeted outreach activities to individuals living with HIV/AIDS who have fallen out of HIV care for the purpose of re-engaging HIV+ patients into HIV/AIDS medical services.

(1) Targeted outreach activities are defined as any activity designed to identify, select, locate and contact HIV+ patients for enrollment in patient retention navigation services.

B. Contractor shall provide patient retention navigation and linkage services to a minimum of thirty-five (35) patients per FTE for the period Date of Board Approval through February 28, 2013.

Contractor shall provide patient retention navigation and linkage services to a minimum of seventy (70) patients per FTE for the period of March 1, 2013 through February 28, 2014.

C. Contractor shall ensure that each Full Time Equivalent (FTE) patient navigator maintains a minimum monthly caseload of twenty (20) patients for the period Date of Board approval through February 28, 2013.

Contractor shall ensure that each Full Time Equivalent (FTE) patient navigator maintains a minimum monthly caseload of twenty (20) patients for the period of March 1, 2013 through February 28, 2014.

D. Contractor shall ensure that patients receiving patient retention navigation services are referred and linked to HIV/AIDS care.

Contractor shall re-engage and link a minimum of seventy percent (70%) of retention navigation participants to HIV-specific primary health care services for the period Date of Board Approval through February 28, 2013.

Contractor shall re-engage and link a minimum of seventy percent (70%) of retention navigation participants to HIV-specific primary health care services for the period of March 1, 2013 through February 28, 2014.

Contractor shall also ensure that patients are referred and linked to needed services that act as barriers to HIV/AIDS care and/or may facilitate retention in HIV/AIDS care, such as mental health and addiction treatment services, housing, transportation and retention case management services.

Documentation of all referrals and linkages shall be updated on an ongoing basis utilizing the County's Referral Module data system.

7. DIRECT SERVICES: During each period of this Agreement, Contractor shall provide HIV/AIDS patient retention navigation services to eligible patients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the DHSP Patient Retention Navigation Protocol, and the terms of this Agreement. Services include:

A. Patient Identification and Selection: Contractor shall identify HIV+ patients who have dropped out of HIV-specific primary health care through monthly patient record audits at HIV clinics, including Harbor-UCLA Medical Center, Hubert Humphrey Comprehensive Health Center, Miller's Children Hospital, LAC/USC Rand Schrader Clinic, LAC/USC Maternal Child and Adolescent Health Center, Weingart Medical Clinic, Northeast Valley Healthcare Corporation HIV Clinic, REACH LA and other clinics identified by DHSP in Los Angeles County. Patients who have dropped out of HIV/AIDS care are defined as those with no documented medical visit at an HIV/AIDS clinic in over six (6) months.

(1) Contractor shall confirm that patients identified by each clinic as out of care are not receiving HIV/AIDS medical services through another County's DHSP-funded HIV/AIDS clinic by matching identified clinic patient names with the DHSP eHARS, Casewatch and HIV testing databases using the following patient information: name, gender, race/ethnicity, date of birth, and last 4 digits of SSN.



B. Targeted Patient Outreach: Patient retention navigators (navigators) shall conduct targeted outreach to locate and contact clinic patients who have fallen out of HIV care. Targeted outreach activities are defined as any activity designed to identify, select, locate and contact HIV+ patients for enrollment in patient retention navigation services. Patients who have been out of care the longest shall be prioritized for outreach.

(1) Navigators shall attempt to locate and contact patients by phone, text, email or letter through a variety of investigative methods, including, but not limited to:

- (a) Patient's contact information on file at the clinic;
- (b) Patient's emergency contact information on file at the clinic;
- (c) Pharmacy records and other clinic staff involved in the patient's care, including case managers, social workers and physicians;
- (d) Agency sites that offer food, transportation, housing, and/or case management if patient is receiving such services through County's DHSP-funded agencies;
- (e) Local shelters, parks/hangouts and food lines if patient has a history of homelessness or substance use;
- (f) Internet services to locate and contact patients, including:
  - (i) jail/prison inmate locators (local, state, and federal);

- (ii) people-finder websites;
- (iii) reverse phone number directories; and
- (iv) online social media accounts.

(2) Contractor shall use Tracking Forms to document outreach efforts and keep records on file.

C. Program Enrollment: Navigators shall enroll eligible patients who agree to participate in patient retention navigation services. Patients who are eligible for the program are those who have been identified through clinic sites as having no documented HIV clinic visit in over six (6) months.

(1) The following required documentation shall be collected during the intake process and shall be maintained within the patient record:

(a) A signed and dated Release of Information, which is compliant with the Health Insurance Portability and Accountability Act (HIPAA);

(b) A signed and dated Limits of Confidentiality in compliance with State and Federal Law;

(c) A signed and dated Consent to receive patient retention navigation services;

(d) A signed and dated Patient Rights and Responsibilities; and

(e) A signed and dated Grievance Procedures.

D. Intervention: Navigators shall use well-defined strategies based on an adaptation of the Anti Retroviral Treatment Access Study (ARTAS) to motivate

patients to re-enter HIV care. These series of encounters are intensive sessions designed to engage and build rapport with patients, emphasize patient strengths, resolve barriers to HIV care, and link patients back to care. Referral and linkages to needed services that will facilitate re-entry and retention in HIV care shall be made when necessary. Delivery of services shall be grounded in the Transtheoretical/Stages of Change model, and executed using strength-based counseling.

The intervention shall be delivered up to sixteen (16) sessions over a ninety (90)-day period. Each session shall take sixty (60) to ninety (90) minutes to complete. The number of sessions delivered to a patient and the period of time for the intervention delivery will fluctuate, and navigators shall link patients to HIV medical care and discharge them from the patient navigation retention program prior to the completion of sixteen (16) sessions and/or ninety (90)-day period if patients demonstrate sufficient readiness to re-engage and consistently adhere to HIV care. Ability to extend the period of patient engagement beyond sixteen (16) sessions and/or a ninety (90)-day period shall depend on approval from the clinical supervisor. Navigators shall provide the following as part of the intervention:

(1) Brief Assessment and Evaluation: The brief assessment is an interactive face-to-face interview process between patient and navigator during which the collection of socio-demographic information, current and other contact information, barriers to consistent HIV care, recent care

history, and an assessment of readiness for care shall take place by completing the Retention Navigation Initial Brief Assessment form.

Navigators shall conduct this brief assessment with the intent of linking patients who agree to participate in patient retention navigation services to a case manager for further assessment and assistance at one of the designated clinics. Based on the assessment, the patient's primary reasons for dropping out of care, other barriers to care, and readiness for re-entry into HIV care shall be identified. The brief assessment shall be completed within **one (1) week** of enrollment in patient retention navigation services. Documentation shall be maintained within the patient's record.

(a) The brief assessment shall consist of the following domains. Required documentation shall be maintained in the patient record:

- (i) Date of assessment;
- (ii) Signature and title of patient navigator conducting assessment;
- (iii) Patient socio-demographic data;
- (iv) Current and other contact information;
- (v) HIV care history and health status;
- (vi) Barriers to HIV medical care
- (vii) Incarceration history; and
- (viii) Housing status.

(2) Baseline Assessment: The baseline assessment is an interactive face-to-face interview process between patient and retention navigator during which more detailed information regarding potential barriers identified during the initial assessment is collected and patient readiness for re-engagement into HIV care is further evaluated. The baseline assessment shall be completed within **two (2) weeks** of the brief assessment's completion. Documentation shall be maintained within the patient's record.

(a) The baseline assessment shall consist of the following domains. Required documentation shall be maintained in the patient record:

- (i) Stigma;
- (ii) Medical adherence issues;
- (iii) Readiness to change for measures for other barriers/conditions. These may include, but are not limited to:

- a) Alcohol/substance use
- b) Medication adherence
- c) Sexual behavior

(iv) Service needs. These may include, but are not limited to:

- a) Substance use treatment;
- b) Mental health treatment;

- c) Housing support; and
- d) Transportation

(3) Strength Assessment: Patients are most successful when they identify their own strengths, abilities and assets, and employ them in accomplishing their goals. This process enables patients to recognize their own agency and self-efficacy, nurtures confidence in tackling new challenges, and paves the way toward success. The navigator shall complete a strength assessment with patient to identify specific strengths the patient possesses that will assist in overcoming obstacles and barrier to HIV care. The Strength Assessment shall be initiated following the Baseline Assessment's completion. Navigator shall revisit the strength assessment during each subsequent session with patient.

(a) The strength assessment shall consist of the following domains. Documentation to be maintained within the patient record:

- (i) General life skills;
- (ii) Relationships;
- (iii) Living Arrangements;
- (iv) Health;
- (v) Internal Resources; and
- (vi) Recovery.

(4) Action Plan: The action plan guides the partnership between the patient navigator and patient in overcoming patient barriers to HIV

care identified in the Baseline Assessment, and ensures that the goal remains focused on re-entry into HIV care. The plan shall encompass:

- (a) plans for the next session with the patient navigator;
- (b) plans to accomplish the goal of linkage back to HIV care;

and

- (c) plans to resolve barriers or accomplish client objectives that will result in linkage back to HIV care and facilitate retention.

The Action Plan shall be initiated following the completion of the Strength Assessment. Navigator shall revisit and update plan during each subsequent session with patient. Documentation to be maintained within the patient record shall outline specific, measurable, achievable/attainable, relevant and timely (S.M.A.R.T.) goals, including:

- (a) Name, date and signature of patient and retention navigator;
- (b) Description of patient goals and date goals were established. All goals shall directly relate to linkage back to HIV care;
- (c) Tasks to be done by the patient, navigator, and others (if applicable) to accomplish goals;
- (d) Timeframe by when tasks and goals are expected to be met; and
- (e) Disposition of each goal as it is met and revised.

(5) Locator Form: Navigators shall complete and regular confirm/update patient information on the locator form. Information collected shall include, but not be limited to, a description of identifying physical features; locating information (e.g., places where patient lives, works and socializes); contact information (e.g., mailing address, e-mail address, telephone numbers, social media accounts); and five (5) social network emergency contacts.

(6) Monitoring and Follow-Up: Navigators shall perform on-going activities that involve managing the patient's progress throughout the intervention. These activities include:

(a) Sending appointment reminders (via telephone, text, or email) to patients prior to each session;

(b) Documenting Client Contact Notes at the end of each patient visit. Documentation shall be maintained within the patient record and consist of:

(i) Date, navigator name and signature;

(ii) Time spent;

(iii) Description of session content;

(iv) Progress made towards achieving the goals identified in the Action Plan and linkage back to HIV care;

(v) Current status and results of referrals and linkages, including any barriers and actions taken to resolve those barriers; and



(vi) Any new barriers to patient's re-entry into HIV care;

(c) Coordinating and following up with all referrals given to patient to ensure linkage; and

(d) Securing water bottles, taxi vouchers for clients to attend medical appointments and other referrals, and appointment cards.

E. Linkage to Primary HIV-Specific Medical Care: The primary goal of this intervention is to re-engage patients who have dropped out of care. Intervention efforts shall focus on linkage back to primary HIV-specific medical services and supporting on-going HIV medical care adherence.

Once a patient is identified, located and agree to re-enter HIV care, the navigator shall accompany the patient to two (2) HIV clinic visits; **OR** one (1) HIV clinic visit and one (1) case management appointment if such services are available at the clinic to which the patient chooses to return.

(1) The HIV clinic visit shall take place prior to the case management appointment to ensure patient is seen by a medical provider as quickly as possible.

Contractor shall also conduct follow up at regularly scheduled intervals for up to eighteen (18) months to monitor whether patients are still retained into care following initial linkage back to care.

8. PROGRAM COORDINATION: Contractor shall ensure program staff meets with DHSP program manager(s) to ensure program fidelity and proper service delivery.

Program coordination meetings shall take place every week during the first contract year and at a minimum of every two weeks in subsequent contract terms.

9. CLINICAL SUPERVISION: Clinical supervision establishes a learning alliance between the supervisor and the patient retention navigator (navigator). It is a process by which the navigator learns new techniques and hones existing skills, in order to enhance performance and sustain the navigator's motivation. Clinical supervision also provides the clinical supervisor the opportunity to assist staff with difficult situations and/or challenging patients by redirecting ineffective approaches toward a more productive direction.

Contractor shall ensure that navigators receive clinical supervision, clinical guidance, and feedback for each patient enrolled in patient retention navigation services. Clinical supervision shall take place every week following program coordination meetings during the first contract year and at a minimum of every two weeks in subsequent contract terms. Clinical supervision activities shall include, but not be limited to:

A. Clinical Supervisor shall assist navigator in problem-solving issues related to patients' progress towards re-entry into HIV care and to ensure that professional guidance and high quality services are being provided.

B. Contractor shall ensure that each active patient is discussed at a minimum of one (1) time with every effort made to review patients within one (1) month of enrollment. Challenging patients and/or complex cases shall be prioritized during clinical supervision and discussed on a more frequent basis.

C. For each patient discussed, the clinical supervisor shall address the identified concerns addressed in the brief and/or baseline assessments, provide appropriate clinical guidance and follow-up plan, and verify that clinical guidance provided and follow-up plan has been implemented.

Documentation of clinical supervision shall include the following to be maintained within the patient record:

- (1) Date of clinical supervision;
- (2) Name or identification number of patient;
- (3) Name, title, and initials of clinical supervision participants;
- (4) Issues and concerns identified;
- (5) Description of clinical guidance provided;
- (6) Verification that the previous clinical guidance provided and suggested interventions have been implemented; and
- (7) Clinical supervisor's name, professional title and signature.

10. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the patient retention navigation program.

A. Patient Record Reviews: assesses that required documentation is completed properly in a timely manner and secured within patient records. Patient record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the record review; written documentation identifying steps to be taken to rectify missing or incomplete documentation; and date of resolution of required documentation omission. Patient record reviews shall be maintained within each

patient record. All active patient retention navigation records shall be reviewed at a minimum of once per year.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

11. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

12. PROGRAM RECORDS: Contractor shall maintain patient program records as follows:

A. Each patient record shall include:

- (1) A signed and dated Release of Information;
- (2) A signed and dated Limits of Confidentiality;
- (3) A signed and dated Consent to receive patient retention navigation services;
- (4) A signed and dated Patient Rights and Responsibilities;
- (5) A signed and dated Grievance Procedures;
- (6) A completed Retention Navigation Initial Brief Assessment form including date and signature of staff conducting assessment;

- (7) A completed Baseline Assessment form, including date and signature of staff conducting assessment;
- (8) A completed Strength Assessment form;
- (9) Completed and updated Action Plans, including staff's and patient's signature or documentation noting the patient's acceptance of the plan;
- (10) Client Contact Notes;
- (11) Documentation of patient referrals and linkages;
- (12) Documentation of clinical supervision; and
- (13) A completed Locator Information form.

13. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall develop and implement a broken appointment policy and procedure to ensure patient retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to retain the patient in the program and to link them back to HIV care successfully. These interventions shall be documented within the patient record.

B. Contractor shall obtain written approval from DHSP's Director for all forms and procedures developed and utilized by Contractor in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to DHSP at least thirty (30) days prior to the projected date of implementation.

14. STAFF DEVELOPMENT AND ENHANCEMENT ACTIVITIES: Contractor shall ensure that at hire, patient retention navigators (navigators) possess the appropriate skills to provide adequate retention navigation services. Contractor shall provide navigators with ongoing training related to the provision of Patient Retention Navigation Services. Contractor shall also ensure ongoing staff development of HIV/AIDS navigators at a minimum of **sixteen (16) hours per year** per navigator.

A. Staff development and enhancement activities shall include, but not be limited to:

(1) Participation in and successful completion of DHSP's Patient Retention Navigation Training Program within **one (1) month** of hire, or as instructed by DHSP. Contractor shall not utilize Patient Retention Navigation Training Program as the sole source of basic retention navigator skill development. This training is designed to enhance existing skills and orient staff to the Patient Retention Navigation protocol.

(2) Trainings related to patient navigation, including but not limited to:

- (a) Strengths based interviewing techniques;
- (b) Behavior Change Theories;
- (c) Outreach;
- (d) Los Angeles County Social Service Referrals and Other Resources;
- (e) HIV/AIDS Medical and Treatment Updates;
- (f) Substance Use and Treatment;

(g) Mental Health and HIV/AIDS; and

(h) Marginalized Populations such as the Homeless and Formerly Incarcerated.

(3) The County's data management system and data entry processes and procedures.

B. Verification of participation in staff training, development and enhancement activities shall be maintained in each personnel record. Staff development and enhancement shall consist of the following required documentation:

(1) Date, time, and location of function and function type;

(2) Name of sponsor or provider of function;

(3) Certificate of completion

15. STAFF REQUIREMENTS:

A. HIV/AIDS Retention Navigator Qualifications: Contractor shall hire patient retention navigators (navigators) with the appropriate training and skills to complete the Patient Retention Navigation activities within their job description. At a minimum, each HIV/AIDS retention navigator shall possess requirements as outlined below in number 1, OR number 2, OR number 3; AND number 4:

(1) A Bachelor's Degree from an accredited institution in: Social Work, Psychology, Health Education, Social Services, Human Services, Human Development (Including Child Development), Sociology, or Counseling **AND** a minimum of one (1) year experience providing direct social services to patients/patients within a medical setting or in the field of

HIV/AIDS. Experience shall encompass the functions of outreach, patient assessment and evaluation, service plan development, patient linkage to needed services, counseling, and/or behavior change interventions;

**OR:**

(2) An associate's degree **AND** a minimum of two (2) years experience providing direct social services to patients/patients within a medical setting or in the field of HIV/AIDS. Experience shall encompass the functions of outreach, patient assessment and evaluation, service plan development, patient linkage to needed services, counseling, and/or behavior change interventions;

**OR:**

(3) A high school diploma or GED **AND** a minimum of three (3) years experience providing direct social services to patients/patients within a medical setting or in the field of HIV/AIDS. Experience shall encompass the functions of outreach, patient assessment and evaluation, service plan development, patient linkage to needed services, counseling, and/or behavior change interventions;

**AND:**

(4) **All** HIV/AIDS retention navigators shall have at least the minimum qualifications described above **AND** at least the following skills: ability to develop and maintain written documentation (assessments, service plans, progress notes, and other documentation related to provision of services); ability to work and communicate well with others,



particularly in a clinical setting; skills in crisis intervention; knowledge of HIV/AIDS treatment adherence issues, substance abuse, mental health and HIV behavior change principles and strategies; ability to advocate on behalf of the patient; and cultural and linguistic competence. Additionally, HIV retention navigators funded under this Agreement shall be knowledgeable about HIV/AIDS and current resources available.

**Note:** These qualification requirements may be waived on a case-by-case basis with written approval of the Division of HIV and STD Program (DHSP) Program Manager. Contractor may hire staff at its own discretion; however DHSP will not reimburse Contractor for staff that does not meet the minimum requirements as noted in this Agreement.

B. Clinical Supervisor: Clinical Supervisor shall possess at minimum a Master's degree in Social Work, Psychology, or Counseling; **AND** a minimum of two years of supervisory experience, **AND** a minimum of two years experience working with HIV+ persons, persons with a history of mental illness, homelessness, and/or chemical dependence.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

16. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of

subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS section for more information).

Contractor is responsible for ensuring that subcontractors and consultants provide services in accordance with applicable laws, regulations, standards of care, and terms of this Agreement. Contractor shall monitor subcontractors and consultants to verify that activities are carried out accordingly. Documentation of such activities shall be submitted to DHSP on an annual basis or as directed by DHSP staff and shall be maintained by contractor.

17. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for patient retention navigation services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10<sup>th</sup> Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by DHSP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

18. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

19. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", of this Agreement. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

20. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

21. EMERGENCY MEDICAL TREATMENT: Patients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Documentation of written policy(ies) shall be maintained on file and made available upon request by Los Angeles County's Department of Public Health, Division of HIV and STD Programs.

22. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit C, People with HIV/AIDS Bill of

Rights and Responsibilities (Bill of Rights) document of this Agreement. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

23. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using

DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;
- (8) Protocols;
- (9) Promotional flyers and posters;

- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration.

24. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the

Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

25. HOURS OF OPERATION: Contractor is required to provide Patient Retention Navigation Services during regular clinic hours, 8:00 a.m. to 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. Contractor shall also adjust work schedules accordingly to accommodate service delivery during non-traditional hours, including evening and weekend hours, in order to meet the specific needs of the target population.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

26. RYAN WHITE SERVICE STANDARDS(Applicable only if at any time during this agreement , funding is supported by Ryan White Program Funds)

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:



- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or
- (e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

- (1) Inability to produce income;
- (2) Non-payment of services;
- (3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

- (1) Maintaining files of eligibility and clinical policies;
- (2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months (only applicable if Ryan White funds are being used);

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:

- (i) Self paying clients;
- (ii) Medicare/Medicaid paying clients; or
- (iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

27. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that patients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

**SCHEDULE 1**  
**AIDS PROJECT LOS ANGELES**  
**HIV/AIDS PATIENT RETENTION NAVIGATION SERVICES**

Budget Period  
Date of Board Approval  
through  
February 28, 2013

|                             |                  |
|-----------------------------|------------------|
| Salaries                    | \$ 29,093        |
| Employee Benefits           | \$ 8,146         |
| Travel                      | \$ 428           |
| Supplies                    | \$ 139           |
| Other Costs                 | \$ 1,780         |
| Consultants/Contractual     | \$ 55,103        |
| Indirect Cost*              | \$ 5,311         |
| <b>TOTAL PROGRAM BUDGET</b> | <b>\$100,000</b> |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 2**  
**AIDS PROJECT LOS ANGELES**  
**HIV/AIDS PATIENT RETENTION NAVIGATION SERVICES**

Budget Period  
March 1, 2013  
February 28, 2014

|                             |                  |
|-----------------------------|------------------|
| Salaries                    | \$ 58,187        |
| Employee Benefits           | \$ 16,292        |
| Travel                      | \$ 855           |
| Supplies                    | \$ 276           |
| Other Costs                 | \$ 3,559         |
| Consultants/Contractual     | \$ 110,206       |
| Indirect Cost*              | \$ 10,625        |
| <b>TOTAL PROGRAM BUDGET</b> | <b>\$200,000</b> |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.



Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES**

**TABLE 1**

Site# 1 of 8

|   |                                   |                            |            |       |
|---|-----------------------------------|----------------------------|------------|-------|
| 1 | Agency Name:                      | Harbor-UCLA Medical Center |            |       |
| 2 | Address of Service Delivery Site: | 1000 West Carson Street    |            |       |
|   |                                   | Torrance                   | California | 90502 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                      |
|----------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley    |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles     |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles      |
| <input type="checkbox"/> Seven: East Los Angeles   | <input checked="" type="checkbox"/> Eight: South Bay |

4 In which Supervisorial District is the service delivery site?

|                                                        |                                                                   |
|--------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina        | <input checked="" type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky | <input type="checkbox"/> Four: Supervisor Knabe                   |
| <input type="checkbox"/> Five: Supervisor Antonovich   |                                                                   |

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 2 of 8

|   |                                   |                                             |            |       |
|---|-----------------------------------|---------------------------------------------|------------|-------|
| 1 | Agency Name:                      | Hubert Humphrey Comprehensive Health Center |            |       |
| 2 | Address of Service Delivery Site: | 5850 South Main Street                      |            |       |
|   |                                   | Los Angeles                                 | California | 90003 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                            |
|----------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley          |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles           |
| <input type="checkbox"/> Five: West Los Angeles    | <input checked="" type="checkbox"/> Six: South Los Angeles |
| <input type="checkbox"/> Seven: East Los Angeles   | <input type="checkbox"/> Eight: South Bay                  |

4 In which Supervisorial District is the service delivery site?

|                                                        |                                                                   |
|--------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina        | <input checked="" type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky | <input type="checkbox"/> Four: Supervisor Knabe                   |
| <input type="checkbox"/> Five: Supervisor Antonovich   |                                                                   |

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 3 of 8

|   |                                   |                                                |            |       |
|---|-----------------------------------|------------------------------------------------|------------|-------|
| 1 | Agency Name:                      | Northeast Valley Health Corporation HIV Clinic |            |       |
| 2 | Address of Service Delivery Site: | 6551 Van Nuys Boulevard                        |            |       |
|   |                                   | Van Nuys                                       | California | 91401 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                              |
|----------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input checked="" type="checkbox"/> Two: San Fernando Valley |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles             |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles              |
| <input type="checkbox"/> Seven: East Los Angeles   | <input type="checkbox"/> Eight: South Bay                    |

4 In which Supervisorial District is the service delivery site?

|                                                                   |                                                        |
|-------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina                   | <input type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input checked="" type="checkbox"/> Three: Supervisor Yaroslavsky | <input type="checkbox"/> Four: Supervisor Knabe        |
| <input type="checkbox"/> Five: Supervisor Antonovich              |                                                        |

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 4 of 8

|   |                                   |                                 |            |       |
|---|-----------------------------------|---------------------------------|------------|-------|
| 1 | Agency Name:                      | REACH LA                        |            |       |
| 2 | Address of Service Delivery Site: | 1400 East Olympic Boulevard 240 |            |       |
|   |                                   | Los Angeles                     | California | 90021 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                             |
|----------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley           |
| <input type="checkbox"/> Three: San Gabriel Valley | <input checked="" type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles             |
| <input type="checkbox"/> Seven: East Los Angeles   | <input type="checkbox"/> Eight: South Bay                   |

4 In which Supervisorial District is the service delivery site?

|                                                        |                                                                   |
|--------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina        | <input checked="" type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky | <input type="checkbox"/> Four: Supervisor Knabe                   |
| <input type="checkbox"/> Five: Supervisor Antonovich   |                                                                   |

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 5 of 8

|   |                                   |                              |            |       |
|---|-----------------------------------|------------------------------|------------|-------|
| 1 | Agency Name:                      | LAC/USC Rand Schrader Clinic |            |       |
| 2 | Address of Service Delivery Site: | 1300 North Mission Road      |            |       |
|   |                                   | Los Angeles                  | California | 90033 |

3 In which Service Planning Area is the service delivery site?

|                                             |                                             |
|---------------------------------------------|---------------------------------------------|
| <u>          </u> One: Antelope Valley      | <u>          </u> Two: San Fernando Valley  |
| <u>          </u> Three: San Gabriel Valley | <u>          </u> X Four: Metro Los Angeles |
| <u>          </u> Five: West Los Angeles    | <u>          </u> Six: South Los Angeles    |
| <u>          </u> Seven: East Los Angeles   | <u>          </u> Eight: South Bay          |

4 In which Supervisorial District is the service delivery site?

|                                                 |                                                 |
|-------------------------------------------------|-------------------------------------------------|
| <u>          </u> X One: Supervisor Molina      | <u>          </u> Two: Supervisor Ridley-Thomas |
| <u>          </u> Three: Supervisor Yaroslavsky | <u>          </u> Four: Supervisor Knabe        |
| <u>          </u> Five: Supervisor Antonovich   |                                                 |

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 6 of 8

|   |                                   |                                 |            |       |
|---|-----------------------------------|---------------------------------|------------|-------|
| 1 | Agency Name:                      | Weingart Medical Clinic         |            |       |
| 2 | Address of Service Delivery Site: | 515 East 6 <sup>th</sup> Street |            |       |
|   |                                   | Los Angeles                     | California | 90021 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                             |
|----------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley           |
| <input type="checkbox"/> Three: San Gabriel Valley | <input checked="" type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles             |
| <input type="checkbox"/> Seven: East Los Angeles   | <input type="checkbox"/> Eight: South Bay                   |

4 In which Supervisorial District is the service delivery site?

|                                                        |                                                                   |
|--------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina        | <input checked="" type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky | <input type="checkbox"/> Four: Supervisor Knabe                   |
| <input type="checkbox"/> Five: Supervisor Antonovich   |                                                                   |

## SERVICE DELIVERY SITE QUESTIONNAIRE

### SERVICE DELIVERY SITES

**TABLE 1**

Site# 7 of 8

|   |                                   |                              |            |       |
|---|-----------------------------------|------------------------------|------------|-------|
| 1 | Agency Name:                      | Miller's Children's Hospital |            |       |
| 2 | Address of Service Delivery Site: | 2801 Atlantic Avenue         |            |       |
|   |                                   | Long Beach                   | California | 90806 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                      |
|----------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley    |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles     |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles      |
| <input type="checkbox"/> Seven: East Los Angeles   | <input checked="" type="checkbox"/> Eight: South Bay |

4 In which Supervisorial District is the service delivery site?

|                                                        |                                                            |
|--------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> One: Supervisor Molina        | <input type="checkbox"/> Two: Supervisor Ridley-Thomas     |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky | <input checked="" type="checkbox"/> Four: Supervisor Knabe |
| <input type="checkbox"/> Five: Supervisor Antonovich   |                                                            |

SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES**

**TABLE 1**

Site# 8 of 8

|   |                                   |                                                     |            |       |
|---|-----------------------------------|-----------------------------------------------------|------------|-------|
| 1 | Agency Name:                      | LAC/USC Maternal Child and Adolescent Health Center |            |       |
| 2 | Address of Service Delivery Site: | 1640 Marengo Street, Suite 300                      |            |       |
|   |                                   | Los Angeles                                         | California | 90033 |

3 In which Service Planning Area is the service delivery site?

|                                                    |                                                             |
|----------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> One: Antelope Valley      | <input type="checkbox"/> Two: San Fernando Valley           |
| <input type="checkbox"/> Three: San Gabriel Valley | <input checked="" type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles    | <input type="checkbox"/> Six: South Los Angeles             |
| <input type="checkbox"/> Seven: East Los Angeles   | <input type="checkbox"/> Eight: South Bay                   |

4 In which Supervisorial District is the service delivery site?

|                                                            |                                                        |
|------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> One: Supervisor Molina | <input type="checkbox"/> Two: Supervisor Ridley-Thomas |
| <input type="checkbox"/> Three: Supervisor Yaroslavsky     | <input type="checkbox"/> Four: Supervisor Knabe        |
| <input type="checkbox"/> Five: Supervisor Antonovich       |                                                        |

Please note:

APLA may provide services at other clinics identified by the Division of HIV and STD Programs.